



भारत का राजपत्र

The Gazette of India

असाधारण

EXTRAORDINARY

भाग I—खण्ड 1

PART I—Section 1

प्राधिकार से प्रकाशित

PUBLISHED BY AUTHORITY

सं. 4]

नई विल्हेमी, शुक्रवार, जनवरी 3, 1969/पौष 13, 1890

No. 4]

NEW DELHI, FRIDAY, JANUARY 3, 1969/PAUSA 13, 1890

इस भाग में भिन्न पृष्ठ संख्यावाली जाती है जिससे कि यह अलग संकलन के रूप में रखा जा सके।

Separate paging is given to this Part in order that it may be filed as a separate compilation.

MINISTRY OF COMMERCE

PUBLIC NOTICES

IMPORT TRADE CONTROL

New Delhi, the 3rd January 1969

SUBJECT.—Conversion of import licences for raw materials, components and spares issued to S.S.I. units for April, 1967—March, 1968 period.

No. 2-ITC(PN)/69.—A facility has been provided to small scale units to get their import licences for raw materials, components and spares for the period April, 1967—March, 1968, converted in the manner indicated below:—

- (i) A licence issued for import from U.S.A. under U.S. Aid is converted for import from Rupee Payment Area and vice versa without any cut in the value of the licence.
- (ii) A licence issued for import from U.S.A. under U.S. Aid or for import from Rupee Payment Area, is converted into free foreign exchange after reducing its value by 75 per cent.
- (iii) A licence issued for import from U.S.A. under U.S. Aid, or for import from Rupee Payment Area is converted into West German Credit after reducing its value by 50 per cent.

(iv) A licence issued for import under West German Credit is converted into free foreign exchange after reducing its value by 50 per cent.

2. It has now been decided that the licence-holders who wish to avail themselves of the above facilities should apply to the Licensing authority concerned on or before 31st January, 1969, or within three months from the date of issue of the licence sought to be converted, whichever is later.

SUBJECT.—*Terms and conditions for licensing of raw materials, components and spares under the Indo-Swedish Development Credit Agreement (Indo-Swedish Enterprise 1968).*

No. 3-ITC(PN)/69.—The terms and conditions for imports under the Indo-Swedish Development Credit Agreement (Indo-Swedish Enterprises, 1968), as given in the Appendix to this Public Notice, are notified for the information of the trade.

APPENDIX

Conditions for licensing of raw materials, components and spares under the Indo-Swedish Development Credit Agreement (Indo-Swedish Enterprises, 1968)

Licence will be issued with an initial validity period of 3 months and shall bear the caption "Indo-Swedish Development Credit Agreement (Indo-Swedish Enterprises, 1968)".

2. Firm orders must be placed on the suppliers within three months from the date of issue of the import licence. If orders cannot be placed within three months the licences should be submitted for revalidation during the fourth month giving reasons for the delay in placing orders and indicating the date by which orders will be placed. Such requests will be considered on merits by C.C.I. and E. who will refer to the Department of Economic Affairs such cases as required concurrence of that Department. The importers who are able to complete placement of orders within the initial validity period of 3 months can, however, seek suitable extensions in the validity of their licences based on the delivery schedules given in the contracts as soon as they have completed the ordering. Extensions in such cases not later than 31st December, 1969, can be given by C.C.I. and E. without consulting the Ministry of Finance (Department of Economic Affairs).

3. Payments against this import licence will be made by means of a Letter of Credit established through normal banking channels or on collection basis.

4. Orders must be placed on cash basis i.e., on presentation of shipping documents or against delivery of goods. The contracts will be on C.I.F. or C. and F. basis. Imports under this licence should be on the basis of competitive prices and need not be restricted to any particular country.

5. The value of the contract if placed on Swedish suppliers should be expressed in Swedish Kroners. In respect of contracts entered into with non-Swedish suppliers, the value should be expressed in the currencies of the supplier's country or supplier's choice.

6. The procedure for making the imports will be as under:—

On receipt of the licence, the importer will place the orders on a foreign supplier after ascertaining the prices of goods to be imported from various countries. Deliveries will be made on payment against Letters of Credit opened by the authorised foreign exchange dealers in India or on Collection basis. The Authorised foreign exchange dealers shall submit in the proforma at Annexure I, a monthly statement of remittances made to the Senior Accounts Officer, Ministry of Finance, Department of Economic Affairs (Economic Aid Accounts Branch, Jeewan Deep Building), Parliament Street, New Delhi for obtaining reimbursement.

7. For a minimum period of 4 years from the date of delivery of goods imported under this licence, importer shall maintain all relevant records adequate to identify such goods and their use. These records will be liable to inspection by person authorised by the Government of India.

8. The licencees shall promptly comply with any directions, instructions or orders issued by the Government of India regarding any and all matters arising from or pertaining to the import licence and for meeting all obligations under the Credit Agreement.

9. Government of India shall not undertake any responsibility for disputes, if any, that may arise between the licencees and the suppliers.

10. After the importer has placed contract on the supplier, 2 copies thereof should be sent to the Department of Economic Affairs (Europe I) Branch, North Block, New Delhi, together with the following information.—

- (i) No. and date, value and validity date of import licence.
- (ii) Name and address of the importer.
- (iii) Name and address of the importers' bank.
- (iv) Name and address of the supplier.
- (v) Name and address of the supplier's bank.
- (vi) Value in Swedish Kroner or other currencies, as the case may be and Indian rupees at IMF parity rate of exchange.
- (vii) Short description of goods to be imported.
- (viii) A quarterly delivery schedule, in rupees.

ANNEXURE I

Swedish Credit—Indo-Swedish Enterprises 1968

Disbursement Application No. I/1968

Licence		Importer (Indo-Swed- ish Enter- prises)	Foreign exchange made available			Authorised dealer in India
No.	Date		Date	S. Kre.	Other foreign currencies	

SUBJECT.—*Third Swedish Credit—Swedish Development Credit Agreement (Capital Equipment 1968)—Licensing conditions for.*

No. 4-ITC(PN)/69.—The terms and conditions for imports under the Third Swedish Credit—Swedish Development Credit Agreement (Capital Equipment 1968) as given in the Annexure to this Public Notice are notified for the information of the trade.

ANNEXURE

Conditions for licensing under the Swedish Development Credit Agreement (Capital Equipment 1968)

The licence will specifically indicate that it has been issued under the "Swedish Development Credit Agreement (Capital Equipment 1968)".

2. The licence will be issued with an initial validity period of 3 months and may be submitted to the Chief Controller of Imports and Exports for revalidation within this period only after firm orders have been placed and on the basis of dates of delivery intimated by the suppliers. Extensions in such cases can be given by C.C.I. and E. without consulting the Ministry of Finance (Dept., of E.A.). If, however, orders cannot be placed within the three months, the licence should be submitted for revalidation during the fourth month giving reasons for the delay in placement of orders and indicating the dates by which orders would be placed. Such requests will be considered on merits by the C.C.I. and E. in consultation with the Ministry of Finance (Department of E.A.).

3(i). Procurement of goods must be on the basis of International competition from the most competitive source of supply but Swedish Suppliers should also be given an opportunity to bid for supply.

3(ii). The contract should be only on C. and F. basis for public sector (insurance being placed with the Life Insurance Corporation of India) and C.I.F. or C. and F. basis for private sector, and its shipment being made on Indian vessels—freight to pay (actual freight after deducting available rebates, discounts etc.) to the extent such vessels are available. The value should be expressed in Swedish Kroners. In respect of contracts entered into with non-Swedish Suppliers, the value should be expressed in the currencies of the supplier's countries.

3(iii). The contracts shall be subject to the approval of the Swedish and Indian Governments.

3(iv). The contracts shall be subject to such other detailed instructions as the Government of India may issue from time to time.

3(v). The contract should provide for payment procedure prescribed in para 7 below, as applicable in each case. For any customary performance guarantee, where required, a small amount not exceeding about 10 per cent of the contract value could be withheld or the supplier could furnish a Bank Guarantee for the purpose.

4. Five copies of the purchase contract, when concluded, should be furnished by the importers to the Ministry of Finance, Department of Economic Affairs, (Europe I Branch), New Delhi. The following information should be sent (in five copies) in the forwarding letters to the Department of Economic Affairs alongwith the copies of the contract.

- (i) No., date and value of Import Licence together with validity date.
- (ii) Name and address of the importer,
- (iii) Name and address of the Suppliers' bank,
- (iv) Name and address of the supplier,
- (v) Value of the contract in Swedish Kronors, other currencies and in Indian Rupees (to be calculated by applying the composite rates of conversion between the various currencies and the rupee as indicated in the enclosed statement),
- (vi) Short description of goods to be imported,
- (vii) A time schedule indicating probable months in which payments will be made to the supplier under the contract indicating the value payable each month.

5. On receipt of copies of the contract and the information required in paragraph 3 above, the Europe I Branch will forward a copy of the contract each to Economic Aid Accounts Branch, the Government of Sweden, Swedish International Development Authority (SIDA) (through the Indian Embassy in Stockholm) and the Chief Accounting Officer, Accounts Department, High Commission of India, in London for obtaining the approval of S.I.D.A. to the payments under the contract being made out of the credit. *The contract and payment procedure will become operative after the SIDA has notified the Chief Accounting Officer, London of the approval of the contract by SIDA* and the same will be conveyed to the Licensee by the Chief Accounting Officer, London under intimation to the Ministry of Finance, Department of Economic Affairs (E.I. and Economic Aid Accounts Branches) and the Reserve Bank of India, Central Office, Exchange Control Branch, Bombay. It is essential, therefore, that all contracts are strictly in accordance with the terms of the aforesaid Credit Agreement coverage and purposes.

6. As soon as the goods are shipped, the following information should be sent to the Department of Economic Affairs (Economic Aid Accounts Branch), New Delhi:—

- (i) Name of the ship,
- (ii) Sailing date,
- (iii) Value and brief description of the goods shipped.

7. Payments and Documentation.—Payments of the cost of goods acquired should be made, according to the procedure described in sub-clause (a) below; where however, the supplier insists upon a Letter of Credit, the procedure described in sub-clause (b) or (c) may be adopted. Procedure (c) should be adopted only after obtaining an agreement with the Non-Swedish Correspondent Bank that they would pay interest at the prevailing market rate of such correspondent Bank which shall not be less than 2 per cent per annum on the unspent balance, out of amount transferred to that bank by Sveriges Riksbank of Sweden at the time of issuance of the Credit. Actually, both the Letter of Credit procedure (b) and (c) are rather complicated and may not work smoothly in actual practice. Therefore, these procedures should be resorted to only in very rare cases where Letters of Credit is really inescapable.

(a) *Direct Payment Procedure.*—(i) Payments to the suppliers against the import licence are to be effected directly out of the Swedish Credit, through the Chief Accounting Officer, High Commission of India in London. The licence will not, therefore, be valid for making remittance to the supplier from India. The Licensee should mention in the contract that payments to the contractor are intended to be made out of the Swedish Credit by production by the Licensee of the documents prescribed in sub-para (ii) below, to the Chief Accounting Officer, High Commission of India in London. A clause should be included in the contract to the effect that the contract is subject to and will become effective with the approval of the Swedish International Development Authority of the Swedish Government to the payments being met out of the Swedish Government.

(ii) *Documentation.*—As and when payments to the supplier fall due in respect of a contract duly approved in the manner indicated in para 4 above, the licensee should promptly arrange to collect the following documents and forward the same direct to the Chief Accounting Officer, High Commission of India, 55, Jermyn Street, London for arranging necessary payments to the supplier out of the credit:—

(1) Three copies of the suppliers Invoice duly signed and certified as authorised for payments, stating the actual amount payable to the supplier out of the credit. (The invoice shall indicate the number and/or date of the contract to which the payment refers).

(2) *Evidence.*—In the case of private sector importers and the public sector undertakings only, evidence in the form of a Treasury Challan that the rupee equivalent of the amount to be paid to the suppliers has already been deposited into the Government of India accounts with the Reserve Bank of India/State Bank of India/Government Treasury. The rupee equivalent should be calculated at the rates of conversion given in the enclosed statement. These rates will be subject to revision if and when the International Monetary Fund parity rates of exchange undergo a change. The head of account under which the rupees are to be deposited will be "T" Deposits and Advances Part II Deposits—Deposits not bearing interest—"C" other deposits accounts—civil deposits—deposits for purchases abroad under direct payment procedure—purchases under Swedish Credits—Swedish Development Credit Agreement (Capital Equipment 1968)". It will be the duty of the importer to get the R. B. I. copy of the import licence suitably endorsed in regard to the deposits of rupee equivalent so made, by the bank through which these deposits are effected.

NOTE No. 1.—In the case of imports by the Departments of Central and State Governments (including State Electricity Boards) there will be no need to send the Treasury Challan to CAO, High Commission of India, London. In such cases the debits for rupee equivalents will be raised against the Accounts Officer concerned by the A.G.C.R. on the basis of advices issued by the C.A.O., London and the Department of Economic Affairs of the Ministry of Finance.

NOTE No. 2.—While forwarding the documents stipulated in the above paragraph, the number and date of the Chief Accounting Officer, London's letter advising contract approval by the Swedish Government should be indicated in the forwarding letter.

(iii) A copy of the covering letter under which documents are sent to CAO London, should be sent to the Ministry of Finance, Department of Economic Affairs (Economic Aid Accounts Branch) indicating the amount of payment in Swedish Kronors and the amount of rupee deposits made. The Chief Accounting Officer, High Commission of India, London will arrange to make payment accordingly to the Supplier and advise the Licensee and Economic Aid Accounts Branch of the Department of Economic Affairs in the Ministry of Finance of the same.

(b) *Procedure in respect of payment under documentary Letters of Credit (payable in Swedish Kronor).*—(i) Under this procedure also, the licence will not be valid for making remittances to the suppliers from India. The Licensee should mention in the contract that payments would be made under Letter of Credit for which procedure is briefly as under:—

If goods to be supplied are to be paid for under a documentary letter of credit in Swedish Kroner the Indian bank designated by the importer shall, when ordering a Swedish commercial bank to open Letter of Credit, arrange for the Chief Accounting Officer to request the Sveriges Riksbank of Swedish Government, to issue a Reimbursement Authorisation in favour of such commercial bank covering payments to be effected under the ordered letter of credit. Such letter of credit shall indicate the No. and/or date of the contract to which it refers and shall also stipulate that the documents against which payments are to be made shall include invoice or invoices indicating such No. and/or date of the contract. The request for the Reimbursement Authorisation shall be irrevocable.

Provided the ordered letter of credit is in conformity with these stipulations, the Sveriges Riksbank shall, after the transaction has been examined and approved by Swedish International Development Authority, issue a Reimbursement Authorisation in favour of the concerned bank under advice to the Chief Accounting Officer, London. Under such Authorisation the commercial bank shall have the right to reimburse itself on the Sveriges Riksbank for payments effected under the letter of credit during its validity.

If changes are required in respect of letters of credit opened according to this procedure the Chief Accounting Officer, London shall submit the matter to the Sveriges Riksbank for approval by SIDA and for corresponding changes of the relevant Reimbursement Authorisation to be effected.

(ii) *Documentation.*—After the contracts have been placed and accepted by the Swedish Government the licensee should promptly arrange to collect the following documents and forward the same direct to the Chief Accounting Officer, London:—

- (1) Six copies of the Draft Documentary Letter of Credit (including amendments thereto, if any) which the commercial bank proposes to issue (such Letter of Credit must be payable in Swedish Kronor only), and indicate the Contract No. and date and also documents required for payment.
- (2) Six copies of the Commercial Bank's Request for Agreement to Reimburse including amendments thereto, if any. (The Request for the Reimbursement Authorisation shall be irrevocable)
- (3) Evidence in the form of Treasury Challan that rupee equivalent of the amount of the Letter of Credit has been deposited, in the manner indicated in (a)(ii)(2) above.

NOTE.—The Reimbursement Authorisation issued by the Sveriges Riksbank will not cover Commissions, interest, or other charges arising from the Letter of Credit. Such charges will be to the account of the Indian Party on whose behalf the Letter of Credit is opened through the Banking channels of the advising and issuing Banks. Remittance of Commission payable to the Advising Bank shall be permissible.

(c) *Procedure in respect of payments under Documentary Letters of Credit payable in currencies other than Swedish Kronor.*—In such cases, the same procedure for establishing the Letter of Credit will apply as in procedure (b) above. Thereafter, Sveriges Riksbank will at the request of the Chief Accounting Officer, London, transfer to the Commercial Bank in which the Letter of Credit is to be payable the necessary amount of the foreign currency (i.e. non-Swedish Kronor) to cover the whole value of the Letter of Credit. The Commercial Bank will then be in a position to make payments against direct receipt of documents from the supplier under the terms of the Letter of Credit, and dispose of the documents direct with the Indian Party concerned through banking channels. Importers who adopt this procedure with any Non-Swedish Supplier should stipulate, while opening Letter of Credit with a Non-Swedish Correspondent Bank through an Indian Bank, that the correspondent Bank should pay interest at the prevailing market rate of such correspondent Bank which shall not be less than two per cent per annum, on the unspent balances out of the amount transferred to that bank by Sveriges Riksbank.

The interest amount should be remitted to the Chief Accounting Officer, High Commission of India, London for crediting the same to Government of India.

8. *Special Conditions.*—As payments to Suppliers are dependent upon timely submission of the above mentioned documents to the Chief Accounting Officer, High Commission of India, London, it is very necessary that these documents are collected and submitted, in complete shape, to the Chief Accounting Officer, with the utmost expedition, so that the suppliers may be paid promptly and are not put to any difficulty on this account. All possible steps, including such special steps as may be deemed necessary, should be taken in this regard to follow-promptly and carefully the detailed procedure set out above so as to eliminate all delays in making payments to suppliers.

9. For a minimum period of 4 years from the date of delivery of goods imported under this licence, importers shall maintain all relevant records adequate to identify such goods and their use. These records will be liable to inspection by persons authorised by the Government of India.

10. The Importer shall also afford necessary facilities to persons duly authorised by the Government of India, to enable them to verify the use of goods imported under the licence.

11. The licensee should apprise the supplier of any special provision in the import licence which may affect the suppliers in carrying out the transaction.

12. It should be understood that the Government of India will not undertake any responsibility for disputes, if any, that may arise between the Licensee and suppliers.

13. The licensee shall promptly comply with any directions, instructions or orders issued by the Government regarding any and all matters arising from or pertaining to the import licence and for meeting all obligations under the credit agreement.

Breach or Violation.—Any Breach or Violation of conditions set forth in the above clauses will result in appropriate action under the imports and Exports (Control) Act.

IMPORTANT NOTE

- (i) The contract should be on C & F basis for the Public Sector and C & F or C.I.F. basis for the Private Sector and should be expressed in Swedish Kronors or the currency in which the payments are to be effected. The equivalent Swedish Currency may also be indicated.
- (ii) The contract should provide that payments will be arranged under the Swedish Development Credit Agreement (Capital Equipment 1968).
- (iii) As far as possible payment procedure indicated under para 7(a) should be followed.

(iv) The disbursement and delivery under this licence shall not be made later than December 31, 1971.

Rate of Exchange for recovery from Private Importers

Country	Currency	Rate of Exchange (amount per unit of foreign currency in Rs.)
1. Austria	Austrian Schillings.	1.291
2. Australia	Australian Dollars.	8.43
3. Belgium	Belgium Francs.	1.152
4. Canada	Canadian Dollars	7.007
5. Denmark	D. Kroner	1.01
6. France	French Francs.	1.534
7. Italy.	Italian Lira.	10.122
8. Japan	Japanese Yen.	1.0213
9. Malaysia.	Malaysia \$	2.475
10. Netherlands.	Netherland Guilders.	2.093
11. Norway.	Norwegian Kroner.	1.061
12. Sweden.	Swedish Kroner.	1.465
13. Switzerland.	Swiss Francs.	1.732
14. U.S.A.	Dollars.	7.575
15. U. K.	Sterling.	18.18
16. West Germany.	D. Mark	1.894

NOTE.—The Exchange rates indicated above are the prevailing composite rates of exchange and any change in the same, as and when decided upon by the Government of India, will be communicated to the importers/their Bankers.

SUBJECT:—Import Policy for Registered Exporters for the year April, 1968—March, 1969.

No. 5/ITC(PN)/69.—Attention is invited to the Import Policy for Registered Exporters contained in Volume II of the Import Control Policy Book (Red Book) for the year April, 1968—March, 1969 issued under the Ministry of Commerce Public Notice No. 50-ITC(PN)/68, dated the 1st April, 1968.

2. The following amendments may be made at the appropriate places as indicated below:—

Page No. of the Red Book	Reference	Amendments
58 . . .	<u>B. 50</u> Col. 4	After the existing entry at (b), the following may be added:— “(c) M.G. pure kraft paper, high strength, gummed on one side (25%).”
63 . . .	<u>C. 8</u> Col. 4	After the existing entry at (f), the following may be added:— “(g) Coated aluminium foils.”
81 . . .	<u>N. 1</u> Col. 4	For the existing entry at (a), the following may be substituted:— (a) Coal tar dyes (permissible items as per Appendix 24 of the Red Book (Vol. I) as amended from time to time and the following chemicals:— (i) Special optical whitening agents used for polyester and polyacrylonitrile fibres. (2) Sodium nitrate. (3) Sodium Chloride. (4) Potassium Ferrocyanide. (5) Titanium Dioxide. (6) Naphthenic Acid. Synthetic resin finishing agents used on textiles other than:— (i) Urea and Melamine Formaldehyde Resin finishing agents and their modified forms such as those based on Ethylene Urea, Propylene Urea and Hexamethoxy Methyl Melamine. (ii) Polyvinyl Acetate Emulsions. (iii) Acrylic and their Copolymer Emulsions. (iv) Different Resin based Binders used for Pigment Printing on textiles (excluding imper on 'P'). (7) Cellulose Acetate Sheets. (8) Photographic Films and Chemicals (other than banned categories) required for Photo Engraving and Screen-making. (9) Gum Tragacanth. (10) Gum Arabic”. For the existing entry (a), the following may be substituted:— “Same as against S. No. 1”.
81-82 . . .	<u>N. 2, N.3, N.4, N.5</u> Col. 4	For the existing entry (a) against S. No. O.1.1, at (b) against O.1.4 and at (c) against O.1.5, the following may be substituted:— “Dyes and Chemicals as permissible against S. No. N. 1.”
84—86 . . .	<u>O. 1. 1.0 1.4 O. 1.5</u> Col. 4	

3. The following items are classifiable under the product Groups mentioned below and fall under the respective Serial numbers shown against each:—

A. Engineering Goods.

1. Silvered mica plates A.33
2. Bull dozers A.32
3. Graders A.32
4. Scrapers A.32

5. Rear dumpers	A.32
6. Hangers for servicing air craft	A.58.1.
7. Haulpak	A.100
8. Galvanised mild steel brackets	A. 63

B. Chemicals and Allied Products

1. Synthetic Enamels based on Polyester	B. 40
2. Vacuum flask refills	B. 46.7.

N. Cotton Textiles

1. Kailis	N.5.
2. Jungis	N.5.
3. Combos	N.5.

4. The items mentioned in para 3 above may be inserted alphabetically at the appropriate places in the Index under the relevant product Groups mentioned above.

5. The Serial number mentioned against the item "Sarongs" under the heading "N. COTTON TEXTILES" on page L of the Index of the above Red Book may be amended to read as "N.3/N.5".

SUBJECT.—Import Policy for Registered Exporters for the year April, 1968—March, 1969.

No. 6-ITC(PN)/68.—Attention is invited to the Import Policy for Registered Exporters contained in Volume II of the Import Control Policy Book (Red Book) for the year April, 1968—March 1969 issued under the Ministry of Commerce Public Notice No. 50-ITC(PN)/68, dated the 1st April, 1968.

2. The following amendments may be made at the appropriate places as indicated below:—

Page No. of the Red Book	Reference	Amendments
58 . . .	<u>B. 49.1 .</u> Col. 4	After the existing entries at (a), the following may be added :— " (f) Pencil slats".

3. The following items are classifiable under the heading "A. ENGINEERING GOODS" and fall under the serial numbers shown against each:—

(1) M. S. Wing Notes, nickel plated	A.18.1
(2) Car washers, piston type	A.10.15
(3) Extruded solder sticks	A.98.2

4. The items mentioned in para 3 above may be inserted alphabetically at the appropriate places in the Index of the above Red Book on pages iii to xxxii.

5. The description of item No. 7 mentioned in para 3 under the heading "A. ENGINEERING GOODS" of Public Notice No. 254-ITC(PN)/68 dated 22-11-1968 may be amended to read as "Tyre, Tube, Valves and Accessories thereof (brass)."

R. J. REBELLO,
Chief Controller of Imports and Exports.